



MAYOR AND COUNCIL AGENDA

NO. 7

DEPT.: Legal

DATE PREPARED: May 27, 2005

STAFF CONTACT: Sondra Block, Asst City Att'y FOR MEETING OF: 6/06/05

SUBJECT: Adoption of resolution to authorize execution of an annexation agreement providing for terms and conditions of development of certain annexed property owned by the Washington Metropolitan Area Transit Authority ("WMATA"), known as the Twinbrook Commons development

RECOMMENDATION: Adopt the resolution.

DISCUSSION: Twinbrook Commons L.L.C. and WMATA have entered into a joint development agreement to develop the 26-acre WMATA owned property at the Twinbrook Metro Station as a mixed-use residential, office, and retail transit oriented development. The Mayor and Council has previously approved a Preliminary Development Plan for the development of the project pursuant to the Twinbrook Metro Performance District Optional Method of Development. The Mayor and Council has also adopted an annexation resolution annexing 16.95 acres of the project located in Montgomery County. The annexation will become effective on June 23, 2005.

The Mayor and Council has previously reviewed an earlier draft of an annexation agreement pertaining to the development of the Twinbrook Commons project. The attached Annexation Agreement is a streamlined version of the earlier draft and requires development of the annexed property and the entire project in accordance with the terms and conditions of the approved Preliminary Development Plan.

The Annexation Agreement provides the following assurances to the developer and the property owner that the development rights granted and obligations imposed by the PDP will not be unilaterally altered in the future:

a. At use permit stage the Planning Commission cannot reduce the heights and densities approved by the Mayor and Council, except that the Planning Commission can impose a condition on the development of a particular site that may have an incidental effect on density. (Par. 2.)

b. No additional transportation studies are required for the project so long as the overall peak period passenger vehicle trip generation is not increased and so long as the adequate public facility validity period has not expired (12 years, but may be extended by the Mayor and Council). Densities may be reallocated among blocks and uses changed as authorized by the PDP without a new traffic analysis, provided that there is no increase in the vehicle trip generation or significant change in trip distributions from those identified in the traffic analysis previously performed. (Par. 5.)

c. Subject to the adequate public facilities validity period, the developer's obligation to accommodate traffic generated by the development is limited to the construction of roadway/transportation improvement, trip mitigation measures, and payment of fees set forth in the Agreement and the PDP. (Par. 6.)

d. The obligations of WMATA and Twinbrook Commons, LLC to dedicate property and to construct various infrastructure improvements, along with their obligations for transportation improvements and other public facilities and services, is in consideration of their ability to develop in accordance with the PDP approved on April 4, 2005. Subject to the adequate public facilities validity period, the City will not impose any further charge, fee, or taxes against the project to finance or mitigate the costs of transportation improvements or other public services for the development, unless such charge, fee, or tax is also applied to other developed properties in addition to Twinbrook Commons. (Par. 14.) However, additional charges, assessments, etc. may be imposed in connection with any amendment to the PDP, and water and sewer assessments may be imposed by WSSC.

The Annexation Agreement also provides that WMATA or Twinbrook Commons, LLC can from time to time seek subsequent amendments to the PDP. Under the annexation agreement, the Mayor and Council may not reduce the approved densities, require additional road improvements or traffic mitigation, or alter any other term or condition of the PDP, in connection with the amendment application without the consent of WMATA and Twinbrook Commons. However, the Mayor and Council is not required to approve any amendment to the PDP. (Par. 9 of the Annexation Agreement) These provisions recognize that the PDP amendment process is essentially a negotiation process and are consistent the Mayor and Council's recent practice of allowing applicants for CPD amendments to rescind their amendment application prior to final action if they are not comfortable with the conditions of approval being considered by the Mayor and Council.

The Annexation Agreement provides that the parties can agree to new, additional, or modified obligations and/or conditions in connection with any amendment to the PDP (Par. 14) and further provides that such change or modification shall not require an amendment to the Annexation Agreement. (Par.9.)

PREPARED BY: Sondra Harans Block, Assistant City Attorney

Sondra Harans Block

June 2, 2005
Date

LIST OF ATTACHMENTS:

1. Resolution
2. Annexation Agreement

Resolution No. _____

RESOLUTION: To authorize execution of an agreement providing for certain conditions of development of the annexed property of the Washington Metropolitan Area Transit Authority (WMATA) and Montgomery County, Maryland

WHEREAS, heretofore a petition for annexation has been presented to the Mayor and Council of Rockville proposing to enlarge the corporate boundaries of the City of Rockville so as to include certain land owned by the Washington Metropolitan Area Transit Authority (WMATA) and Montgomery County, Maryland; and

WHEREAS, the Mayor and Council of Rockville has adopted a resolution granting the petition and enlarging the corporate boundaries of the City as requested; and

WHEREAS, the annexed property is to be developed by WMATA in conjunction with Twinbrook Commons, L.L.C., pursuant to the Twinbrook Metro Performance District Optional Method of Development; and

WHEREAS, the City is desirous of entering into an agreement with WMATA and Twinbrook Commons, L.L.C. setting forth certain conditions of development of the annexed property, which agreement is to be executed prior to the effective date of the annexation.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that the City Manager is hereby authorized to execute on behalf of the Mayor and Council of Rockville an agreement with the Washington Metropolitan Area Transit Authority and Twinbrook Commons, L.L.C, which agreement will be substantially in the same form as Exhibit "1" attached hereto and made a part hereof.

Resolution No. _____

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I hereby certify that the foregoing is a true and correct copy
of a Resolution adopted by the Mayor and Council at its
meeting of

Claire F. Funkhouser, City Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement"), made this ____ day of _____, 2005, by and among WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY (hereinafter referred to as either "WMATA" or "Owner"), and TWINBROOK COMMONS, L.L.C., a Delaware limited liability company (hereinafter referred to as "Lessee") and the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland (hereinafter referred to as "Rockville") (collectively the "Parties").

WITNESSETH:

WHEREAS, WMATA owns approximately 16.03 acres (698,636 square feet) of land and Montgomery County owns approximately 40,089 square feet of land, both areas bounded generally by the B&O railroad right-of-way to the west, Parklawn Drive to the south, Twinbrook Parkway to the east, and Ardennes Avenue to the north; and

WHEREAS, approximately 6,336 square feet of the 40,089 square feet owned by Montgomery County is to be acquired by Twinbrook Commons, L.L.C. and included with the WMATA owned property for a total of 16.18 acres (704,972 square feet); and

WHEREAS, it is the desire of Rockville to include the remaining 33,753 square feet owned by Montgomery County that comprises a portion of the Ardennes Avenue right-of-way area in the petition for annexation; and

WHEREAS, for purposes of this Annexation Agreement, all of the Property, including the 698,636 square feet owned by WMATA; the 6,336 square feet currently owned by Montgomery to be acquired by Twinbrook Commons, L.L.C.; and the 33,753 square feet comprising a portion of the Ardennes Avenue right-of-way, is hereinafter referred to as the "Subject Property" or "Twinbrook Common-County" as identified as Tract # 1A and as more particularly described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, the Subject Property is currently located within the jurisdictional boundaries of Montgomery County, Maryland; and

WHEREAS, WMATA owns approximately 8.36 acres (364,532 square feet) of land to the west of the Subject Property immediately adjacent and to the west of the WMATA metro rail tracks and approximately 1.77 acres (77,157 square feet) of land north of the Subject Property immediately adjacent and to the east of the WMATA metro rail tracks, as identified as Tract #1B and Tract #2 and as more particularly described on Exhibit "A", attached hereto and made a part hereof (hereinafter referred to as "Twinbrook Commons-City"); and

WHEREAS, Twinbrook Commons-City is located within the municipal boundaries of the City of Rockville; and

WHEREAS, Twinbrook Commons-City and Twinbrook Commons-County (i.e., the "Subject Property") except for the Ardennes Avenue right-of-way, comprise the land area owned by WMATA and known as the Twinbrook Metro Station site which is collectively with any said future improvements to be known as "Twinbrook Commons"; and

WHEREAS, Lessee and WMATA entered into a joint development agreement dated October 9, 2002 (the "Joint Development Agreement") to develop Twinbrook Commons; and

WHEREAS, pursuant to the Joint Development Agreement, Lessee is the long term ground lessee of Twinbrook Commons and is authorized, subject to the approval of WMATA, to pursue the necessary approvals to accommodate the proposed development of Twinbrook Commons;

WHEREAS, WMATA has petitioned Rockville to annex the Subject Property, totaling 16.96 acres, more or less, pursuant to Annexation Petition ANX2004-00136; and

WHEREAS, the Subject Property is contiguous to and adjoins the existing corporate boundaries of Rockville; and

WHEREAS, it has been verified that WMATA owns at least twenty-five percent (25%) of the assessed valuation of real property located in the area to be annexed; and

WHEREAS, there are no registered voters for county elections residing upon the Subject Property; and

WHEREAS, pursuant to the provisions of Section 19(c) of Article 23A of the Annotated Code of Maryland, a resolution has been introduced to annex the Subject Property; and

WHEREAS, public notices of the introduction of the resolution to annex the Subject Property have been published not fewer than two (2) times at not less than weekly intervals in a newspaper of general circulation in the City of Rockville in the area to be annexed, said notices specifying that public hearings would be held by the Mayor and Council on said resolution at Rockville City Hall, on January 10, 2005; and

WHEREAS, on December 15, 2004, the Rockville Planning Commission held a public hearing on Annexation Petition ANX2004-00136; and

WHEREAS, pursuant to the aforesaid notices, the Mayor and Council of Rockville conducted a public hearing on said resolution on January 10, 2005, at Rockville City Hall, consistent with the time and place provided for in said advertisement which hearing was not held less than fifteen (15) days after the last publication of the public notices referenced above; and

WHEREAS, at the conclusion of the January 10, 2005 public hearing, the Mayor and Council left the Record open until February 7, 2005, to permit interested parties additional time to provide additional comments or information relative to the aforementioned petition for annexation; and

WHEREAS, the annexation of the Subject Property will (i) promote Rockville's goal of annexation within Rockville's urban growth areas, (ii) establish more concise and reasonable boundaries for the Rockville corporate limits, and (iii) encourage efficient and effective delivery of public services and placement of public facilities; and

WHEREAS, the Subject Property is currently classified in the TS-R Zone (transit-station residential) under the zoning regulations of Montgomery County,

Maryland and is recommended by Montgomery County for mixed-use residential in the current and duly adopted North Bethesda-Garrett Park Master Plan for the area of Montgomery County that includes the Subject Property; and

WHEREAS, on May 6, 2004 the Montgomery County Planning Board approved Preliminary Plan No. 1-04054 permitting the development of 1,114 dwelling units and 140,000 square feet of retail commercial space on the Subject Property; and

WHEREAS, on May 9, 2005 the Mayor and Council of Rockville adopted Resolution 12-05 expanding the boundaries of the City to encompass the Subject Property (the "Annexation Resolution") and on June 6, 2005, adopted Ordinance No. _____ placing the Subject Property within the RPC (Rockville Pike Commercial) zone and within the Metro Performance District, which annexation and zoning shall take effect forty-five days following the approval of Resolution 12-05 in accordance with the provisions of Article 23A, Section 19 of the Annotated Code of Maryland.

WHEREAS, Owner and Lessee filed a preliminary development plan for Twinbrook Commons on October 29, 2004 (PDP2004-00009) and the Mayor and Council approved the preliminary development plan on April 4, 2005 (the "Preliminary Development Plan"), subject to the annexation of Twinbrook Commons-County, allowing for the mixed-use development of Twinbrook Commons

to include 1,595 multi-family dwelling units, 220,000 square feet of retail space, 325,000 square feet of office space and WMATA facilities; and

WHEREAS, the Montgomery County Planning Board has concluded that the residential and retail development on Twinbrook Commons-County approved pursuant to the Preliminary Development Plan in accordance with the RPC Zone of Rockville represents a zoning and land use that is not substantially different from the zoning and land use specified in the Montgomery County TS-R Zone, such that the express approval of the annexation by the County Council of Montgomery County is not required pursuant to Article 23A, Section 9 of the annotated Code of Maryland; and

WHEREAS, all Parties desire to execute this Annexation Agreement to establish the conditions under which the Subject Property shall be annexed, rezoned and developed.

NOW, THEREFORE, in consideration of the foregoing recitals, each of which shall be deemed a part of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties covenant and agree as follows:

1. Upon annexation of the Subject Property into Rockville, the Subject Property shall be classified in the RPC Zone and located within the Metro

Performance District surrounding the Twinbrook WMATA Metro Station ("Twinbrook Metro Performance District"). Owner and Lessee agree that all development on the Subject Property shall be pursuant to the Twinbrook Metro Performance District Optional Method of Development as contained in Chapter 25, Article XIV, Division 2 of the Rockville City Code, presently in effect, or as may be hereinafter amended from time to time ("Optional Method").

2. The Parties agree that upon annexation Twinbrook Commons shall be developed in accordance with the Preliminary Development Plan, and all use permits approved in accordance with the Preliminary Development Plan. The Parties agree that the heights of the buildings and densities set forth on the Preliminary Development Plan approved by the Mayor and Council represent the heights and densities to which the Owner and Lessee are entitled to develop and no approval subsequent to the approval of the Preliminary Development Plan, as may be amended, necessary to implement the Preliminary Development Plan, including any use permit approval, shall in any way reduce or restrict said heights or densities. Provided, however, that nothing herein shall prohibit the Planning Commission from reviewing and imposing conditions on any aspect of a site plan, other than height and density, as part of any use permit application review and approval, notwithstanding any incidental effect on density that may result from any such condition.

3. Fifteen percent (15%) of the total number of residential units shall be devoted to Moderately Priced Dwelling Units ("MPDUs"), 50% of which shall be initially marketed to qualified senior residents.

4. Streets shall be constructed and dedicated to the City in accordance the Preliminary Development Plan. No public street shall be required to be constructed until construction of that portion of the Twinbrook Commons development to be served by the street commences in accordance with an approved use permit. Rockville agrees that the staging of the construction will permit the structures shown on the Preliminary Development Plan to develop individually or concurrently in accordance with a phasing plan approved by the City as required by the Preliminary Development Plan, so long as public streets necessary to serve development of the areas in question are provided.

5 As part of the Preliminary Development Plan the Mayor and Council accepted a transportation analysis prepared by Lessee in accordance with Rockville's Comprehensive Transportation Review. No further transportation studies pursuant to Rockville's Comprehensive Transportation Review (or comparable successor policy) to evaluate the adequacy of existing and proposed roadways to accommodate the trips to be generated from Twinbrook Commons shall be required, provided that the overall peak period passenger vehicle trip generation associated with the approved Preliminary Development Plan is not increased and

provided further that the adequate public facilities determination validity period as set forth in the Preliminary Development Plan (a minimum validity period of twelve years) has not expired. Any reallocation of densities or changes in uses within Twinbrook Commons authorized by the Preliminary Development Plan that does not result in a higher peak period passenger vehicle trip generation or significantly affect trip distributions than those reflected in the traffic analysis performed in connection with the approval of the Preliminary Development Plan shall not require any additional traffic analysis. However, where reallocation of densities or changes in uses does result in either a higher peak period passenger vehicle trip generation or significantly affect trip distributions, additional traffic analyses may be required.

6. Owner, Rockville and Lessee agree that, subject to the minimum 12 year adequate public facilities validity determination period, Lessee's obligations to accommodate the traffic generated by the development of Twinbrook Commons in accordance with the Preliminary Development Plan shall be limited to those obligations set forth in the Preliminary Development Plan, including but not limited to: 1) construction of the roads, parking, bicycle and pedestrian facilities reflected in the Preliminary Development Plan; 2) implementation of measures and satisfaction of goals identified in a trip reduction agreement to be entered into by Lessee and Rockville (the "Trip Reduction Agreement"); 3) payment of an annual Rockville Transportation Management Demand Fee as provided for in the Trip Reduction Agreement ; 4) construction of an on-site transit center; and 5) payment

of the required Montgomery County Development Impact Tax in compliance with Article VII, Chapter 52 Montgomery County Code 1994 (as amended) , as adjusted for any credits for off-site roadway improvements required by the Preliminary Development Plan as follows:

- a. Lessee is responsible for construction improvements 1-17 set forth on the traffic mitigation table referred to in the Preliminary Development Plan (the "Mitigation Table"), irrespective of the final costs of such improvements;
- b. Lessee shall construct, or cause to be constructed, the remaining improvements on the Mitigation Table to the extent Lessee's total costs of said transportation improvements, including improvements 1-17, do not exceed Lessee's Development Impact Tax obligation as set forth in the Preliminary Development Plan; and
- c. The details governing the Development Impact Tax obligations shall be as set forth in the Preliminary Development Plan.

7. The Parties agree that in connection with the approval of the Preliminary Development Plan, or any amendment thereto that does not result in any increase in the number of students beyond the number of students determined to be generated by the Preliminary Development Plan approved on April 4, 2005, and subject to the adequate public facilities determination validity period as set

forth in the Preliminary Development Plan approval, school capacity has been determined to be adequate and therefore Lessee's sole obligation with respect to school adequacy shall be the payment of the Schools Facilities Impact Tax in accordance with Section 52-90, Article XII, Chapter 52, Montgomery County Code 1994 (as amended).

8. Rockville recognizes that the Subject Property is identified to receive adequate public water and sewer treatment capacity from the Washington Suburban Sanitary Commission (hereinafter referred to as "WSSC") to serve the Proposed Development. If requested by Lessee, Rockville agrees to cooperate, assist and support Owner in obtaining such service from WSSC.

9. Nothing herein shall preclude Owner or Lessee from seeking at any time, and from time to time in the future, subsequent amendments to the Preliminary Development Plan in accordance with then applicable law and consistent with the Twinbrook Metro Performance District Optional Method of Development for the RPC Zone as set forth in Rockville City Code Section 25-710.28, or the procedures of any succeeding underlying zone, provided that the proposed development shall not exceed the maximum commercial densities and maximum number of residential units permitted in the RPC Zone or any succeeding underlying zone. No such amendment may reduce the approved development densities set forth herein, require additional road improvements or traffic

mitigation, or alter any other term or condition of the Preliminary Development Plan, or prior amendment thereto, without the consent of the Lessee and Owner. Nothing herein, however, shall require the Mayor and Council to approve any amendment to the Preliminary Development Plan. The Parties agree that to the extent that any amendment to the Preliminary Development Plan conflicts with any provision of this Agreement, said amended Preliminary Development Plan shall control and supersede any conflicting provision of this Agreement.

10. Rockville, Owner and Lessee agree to execute any and all such documents and/or to take such actions necessary to carry out the terms and conditions of this Agreement.

11. This Agreement shall not become effective until the Annexation Resolution becomes effective pursuant to Article 23A, Section 19 of the Annotated Code of Maryland (hereinafter "Effective Date of Annexation"). At any time prior to the Effective Date of Annexation, Owner may petition for a referendum on the Annexation in accordance with Section 19(f) of Article 23A of the Annotated Code of Maryland, the result of which shall be to suspend the effectiveness of the Annexation resolution.

12. This Agreement shall be assignable, in whole or in part, by Owner or Lessee, without the consent of Rockville, any of its elected officials,

employees or agents, except that the obligations provided for herein shall not, in whole or in part, be assigned to, or in any way become the responsibility of, any individual resident or residents' association.

13. The provisions of this Agreement are and shall be deemed to be covenants running with the land and shall be binding upon Owner, Lessee and their respective successors and assigns with an interest in Twinbrook Commons. The obligations and liabilities of Owner and Lessee shall apply only during the period of time WMATA is the fee simple owner of Twinbrook Commons and Lessee is the ground lessee of Twinbrook Commons. If either WMATA or Lessee conveys its respective interests in Twinbrook Commons, or any portion of Twinbrook Commons, then at the time of conveyance, unless the instrument of conveyance provides otherwise, the transferor automatically shall be relieved of any and all obligations and liabilities under and pursuant to this Agreement with respect to the portion of Twinbrook Commons so conveyed, and the transferee pursuant to such conveyance of the transferor's interest automatically shall assume all of the transferor's obligations and liabilities associated with such portion under and pursuant to this Agreement with respect to the portion of Twinbrook Commons so conveyed.

14. The obligations of the Owner and Lessee to dedicate portions of Twinbrook Commons or to construct infrastructure improvements on or in the vicinity of Twinbrook Commons pursuant to this Annexation Agreement are

contingent upon the Owner's and Lessee's continuing right to develop Twinbrook Commons as permitted in the RPC zone (or any comparable subsequent zone) consistent with the Preliminary Development Plan. In consideration for Owner and Lessee's agreement to the obligations and conditions set forth in this Agreement with respect to dedications, construction and/or payments for or related to the provision of transportation improvements and other public facilities or services, Rockville acknowledges and agrees that the development of Twinbrook Commons in accordance with the Preliminary Development Plan as approved on April 4, 2005, subject to the adequate public facilities determination validity period and not as it pertains to any amendment thereto increasing the density or otherwise resulting in a greater impact than the impact determined to be created by the Preliminary Development Plan, should not be subject to any further charges, fees or taxes (including without limitation, front foot benefit charges or assessments) imposed by Rockville to finance or mitigate the costs of transportation improvements or other public facilities or services which are deemed necessary to accommodate the development in accordance with the Preliminary Development Plan, unless such charges, fees, assessments or taxes also apply to other developed properties in addition to Twinbrook Commons. However, nothing herein shall preclude the parties from agreeing to new, additional, or modified obligations and/or conditions in connection with any subsequent amendment to the Preliminary Development Plan.

15. Subject to the provisions of Paragraph 13 above, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

16. Nothing in this Agreement shall be construed as a waiver of, or limitation upon, WMATA's immunities or tax exemptions as provided in the WMATA Compact, codified at Maryland Annotated Code, Transportation Article, Section 10-204.

17. This Agreement shall be amended only in writing, signed by (or on behalf of) all parties hereto.

18. This Agreement shall be recorded in the Land Records of Montgomery County.

19. The Recitals set forth above are hereby incorporated by reference and made a part of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed and delivered this Annexation Agreement as of the date first set forth above, as evidenced by their respective signatures and acknowledgements on the following pages.

[Signature Pages To Follow]

ATTEST

MAYOR AND COUNCIL OF
ROCKVILLE

By _____
Scott Ullery, City Manager

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this _____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared Scott Ullery, who acknowledged himself to be the City Manager of the Mayor and Council of Rockville, a municipal corporation, and that he, as City Manager, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained, and acknowledged the same to be the act and deed of the corporation, by signing the name of the Mayor and Council of Rockville by himself as City Manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My commission expires:

ATTEST

WASHINGTON METROPOLITAN
AREA TRANSIT AUTHORITY

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this ____ day of ____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be _____, a _____ corporation, and that he, as _____, being authorized to do so, executed the foregoing instrument on behalf of the corporation for the purposes therein contained, and acknowledged the same to be the act and deed of the corporation, by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

Notary Public

My commission expires:

ATTEST

TWINBROOK COMMONS, L.L.C.

By: _____

STATE OF MARYLAND
COUNTY OF MONTGOMERY

I hereby certify that on this _____ day of _____, 2005, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged himself to be _____, a limited liability corporation, and that he, as _____, being authorized to do so, executed the foregoing instrument on behalf of the limited liability corporation for the purposes therein contained, and acknowledged the same to be the act and deed of the corporation, by signing the name of _____.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

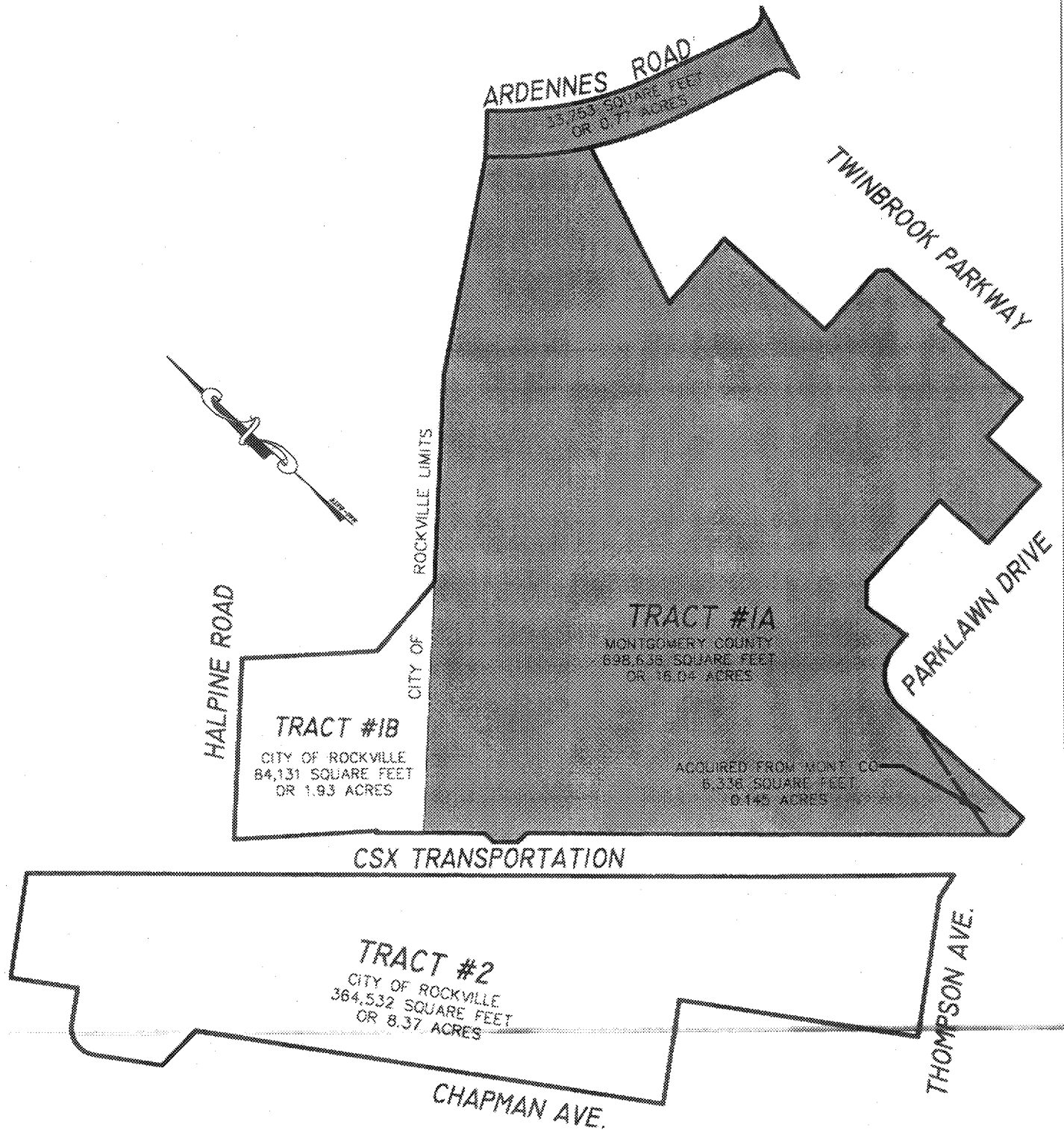
Notary Public

My commission expires:

June 2, 2005

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EXHIBIT 'A'



TWINBROOK METRO STATION
EXHIBIT FOR AREAS
DATE: 05-02-05

J.B.A.

Johnson • Bernat • Associates, Inc.

Engineering • Surveying • Planning

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